

BEST BEST & KRIEGER LLP

A CALIFORNIA LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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SAMUEL L. EMERSON
(916) 551-2824
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FILE NO. 17942.00050

February 18, 2004

Daniel J. McHugh
City Attorney
City of Redlands
P. O. Box 3005
Redlands, CA 92373

*UNDA
- Please handle
follow up
Thab*



Re: *City of Redlands v. Federal Home Loan Mortgage, et al.
San Bernardino Superior Court, Case No. SCVSS 095981
Code Enforcement Agreement for 1121 Post Street*

Dear Mr. McHugh:

→ Today we received the signed Code Enforcement Agreement ("Agreement") for 1121 Post Street executed by property owner Jerry L. Addison. Accordingly, we are forwarding the Agreement to you so that you can have it executed by the City of Redlands ("City"). Once the City has executed the Agreement, please forward it to us so that we can assure that it is properly recorded.

Sincerely,

Samuel L. Emerson
for BEST BEST & KRIEGER LLP

SLE:rc

Enclosure

cc: Kevin Collins
Howard Golds
Steven Speier

RECORDING REQUESTED BY:

City of Redlands
35 Cajon Street, Suite 200
Redlands, CA. 92373-1505
Attn: Daniel J. McHugh

WHEN RECORDED MAIL TO:

Best Best & Krieger LLP
400 Capitol Mall, Ste 1650
Sacramento, CA. 95814
Attn: Kevin T. Collins

[Fee Exempt - Gov't Code § 6103]
(Space above for Recorder's Use)

MAINTENANCE AND ABATEMENT AGREEMENT

BETWEEN

CITY OF REDLANDS

AND

JERRY L. ADDISON

Dated as of February 5, 2004 for reference purposes only

This MAINTENANCE AND ABATEMENT AGREEMENT ("Agreement") is entered into this 5th day of February 2004 between the City of Redlands, a municipal corporation duly organized under the laws of the State of California ("City"), and Jerry L. Addison ("Owner"), Owner of real property located at 1121 Post Street, Redlands, County of San Bernardino, State of California (APN No: 0167-262-05) ("Subject Property"). City and Owner are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties."

1. Recitals

1.2. City has previously conducted numerous administrative nuisance abatement proceedings with respect to substandard maintenance and public nuisance conditions ("Conditions") on the Subject Property. These proceedings resulted in the issuance of order(s) and follow-up communications (collectively, "Orders") by the City to abate such nuisances within a specific time period. Such order(s), including the Conditions, are attached hereto as

Exhibit "A" and incorporated herein by reference. The parties hereby agree that any and all of the Conditions constitute a public nuisance pursuant to applicable law, including without limitation, the Redlands Municipal Code.

1.3. The time period provided in the Orders has passed and the City is therefore entitled to pursue the remedies available to it, including, without limitation, a criminal action, a civil action, or administrative abatement by the City.

1.4. On December 18, 2002, the City filed a First Amended Petition for Appointment of a Receiver over the Subject Property, pursuant to Health and Safety Code section 17980.7 (Case No. RIC402633.) On January 27, 2003, the Court placed the Subject Property into the Receivership Action. On July 16, 2003, the Subject Property was released from the receivership action after the owner at that time, entered into a code enforcement agreement to abate the nuisances found on the Subject Property.

1.5. As part of its police powers, the City endeavors to ensure that properties located within the City are not maintained as public nuisances, but are maintained in accordance with the provisions of applicable Federal, state and local laws, rules and regulations, including Chapter 8.04 of the Redlands Municipal Code. The City, through its Code Enforcement Department and the City Attorney's Office, has devoted much time and many resources to addressing and prosecuting the Conditions existing on the Subject Property. As consideration for its agreement to forestall additional criminal, civil or administrative code enforcement actions against the Subject Property, the City seeks a commitment from the Owner that such nuisance conditions will be eliminated within a reasonable amount of time and will not return.

1.6. In the interest of gaining compliance with all City codes and ordinances and in order to abate the Conditions located on the Subject Property as expeditiously as possible in a reasonable amount of time and without having to issue Owner criminal citations, the Parties wish to enter into a long-term maintenance and abatement agreement to guarantee that the Subject Property is maintained in accordance with all codes and ordinances of the City of Redlands.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

2. Definitions

2.1. "Day" shall mean any one (1) calendar day which is not designated as a national holiday unless so specified in this Agreement.

2.2. "Effective Date" shall mean the date on which the City of Redlands executes this Agreement, such Agreement having already been signed by the Buyer or his authorized agent.

2.3. "Party or Parties" shall mean the City, Owner and/or both. The use of the terms Party/Parties, or the Parties' actual names, shall include and refer to the present Parties as well as any successors, heirs or assigns of each respective party.

3. Terms

3.1. Owner wishes to establish and commit to a series of responsibilities and performance standards to eliminate the Conditions on the Subject Property and maintain the Subject Property and structures thereon in strict accordance with all applicable Federal, state and local laws, rules and regulations, including without limitation, the Redlands Municipal Code. Owner also agrees that the Subject Property shall be held, conveyed, pledged as collateral, leased, rented, used, occupied, maintained, sold and transferred subject to the responsibilities and performance standards contained or referenced in this Agreement, all of which are declared to be for the purpose of enhancing, maintaining, and protecting the health, safety and welfare of the citizens of the City of Redlands and the real property of the City. To this end, this Agreement shall be binding on the Parties and their heirs, assigns and successors in interests in perpetuity. All present and future owners, tenants and occupants of the Subject Property shall be subject to and comply with each and every provision of this Agreement. The act of accepting a deed or lease to the Subject Property shall signify that each and every provision of this Agreement is acceptable to future owners, occupants, tenants and/or lessees.

3.2. Within thirty (30) days of the Effective Date of this Agreement, Owner shall take any and all actions and secure any necessary permits and approvals for the full abatement of all Conditions described in the Order(s) or any other conditions on the Subject Property which violate state and municipal laws. Buyer shall fully abate all of the Conditions within thirty (30) days of the Effective Date of this Agreement. All such abatement shall be performed in compliance with all applicable State, Federal and local laws, including without limitation, the Redlands Municipal Code.

3.3. Owner agrees that he will not sell, convey, or rent the Subject Property until Owner has made the repairs necessary to abate the nuisances listed in paragraph 1.2 above and all other State, Federal and local law violations, including without limitation the Redlands Municipal Code, which exist on the Subject Property.

3.4. Should Owner fail to take all of the actions required in subsection 3.2, above, Buyer hereby consents to the entry by City and/or City's authorized representatives/contractors and/or volunteers upon the Subject Property at any time after thirty (30) days of the Effective Date of this Agreement for the purposes of inspection and abatement of the Conditions. At a minimum, City shall have the right to conduct all necessary abatement activities on the Subject Property including, but not limited to the following, the right to: (1) demolish and remove any and all Conditions, including without limitation, any and all unsafe, dangerous, substandard, unpermitted, or vacant structures; (2) board-up the same; (3) demolish and remove any abandoned or inoperative vehicles or parts thereof; and/or (4) destroy and remove any and all dead, dying, overgrown or decayed vegetation. Owner hereby consents to having City undertake such abatement actions without further action by City. In addition to any other remedies that may be available to the City, including the abatement provided in this section, in the event that Owner fails to complete or continue with the abatement of the Conditions in compliance with this Agreement, the City shall be entitled to apply, ex parte, to the San Bernardino County Superior Court, to re-insert the Subject Property into the current receivership over for the Subject Property. Such ex parte application may be made by the City only after the City has given Owner three (3) days written notice, informing Owner that Owner has failed to fulfill the terms of this Agreement. Owner hereby waives any objections to re-insertion of the Subject Property into the Receivership Action, based on due process, lack of notice or reasonable time to repair in accordance with the Orders, lack of notice or opportunity to be heard, or any other rights or administrative remedies provided by applicable law, including without limitation, the Redlands Municipal Code or the State Housing Law (Health & Saf. Code, §§ 17910 et seq.).

3.5. Owner hereby understands, acknowledges, and agrees that the Conditions on the Subject Property constitute a public nuisances pursuant to Section 3479 of the Civil Code and Sections 8.04.020 of the Redlands Municipal Code and other applicable Federal state and local laws, rules and regulations. To this end Owner knowingly and freely waives all procedural and substantive requirements provided for in Chapter 8.04 of the Redlands Municipal Code, and any other applicable provisions of federal or state laws, rules and regulations to which Owner is otherwise entitled and which would be necessary for the declaration of the Subject Property as a

public nuisance. By signing and initialing this Agreement, Owner hereby agrees and acknowledges each and every provision identified in this subsection.

ASH (initials)

3.6. The Parties agree that in the event of a breach by Owner, damages incurred by the City, as a result of such breach, would be difficult to calculate. Therefore, the Parties hereby agree that Owner will be liable to the City in the amount of \$10,000.00, in the event that Buyer breaches this Agreement. This provision is in addition to the City's ability to specifically enforce this Agreement.

3.7. Should Owner fail to maintain the Subject Property according to subsection 3.2 and 3.3, above, City shall be entitled to enter upon the Subject Property and take all necessary abatement maintenance and repair actions required by the Agreement without further notice to or consent from Owner. Owner hereby consents to the entry by City and/or City's authorized representatives/contractors and/or volunteers upon the Subject Property for purposes of inspection, maintenance and/or abatement of the Conditions, as well as any public nuisance conditions described in subsection 1.2 and 3.2, above. City shall be entitled to collect its abatement costs, including any and all incidental expenses, including without limitation, attorneys' fees and costs, pursuant to subsection 3.8, below.

3.8. In the event City is required to undertake additional abatement activities pursuant to this Agreement, City shall be entitled to reimbursement in the manner provided below:

3.8.1. City shall maintain an invoice of all costs and expenses of completing the abatement activities undertaken pursuant to this Agreement, including costs and expenses listed required for abatement. City shall render an itemized invoice of such costs and expenses to Owner within fifteen (15) days after completion of such activities by City.

3.8.2. Owner shall, within thirty (30) days of the receipt of the invoice amount, promptly pay the invoice amount in full. Should Owner fail to pay the invoice amount, such costs, shall automatically be made a special assessment lien pursuant to California Civil Code Section 2881. City shall have the right to enforce the special assessment lien authorized in this subsection in any manner authorized by law. By signing and initialing this Agreement, Owner hereby agrees and acknowledges each and every provision identified in this subsection.

ASH (Initials)

3.9. Nothing in this Agreement shall be deemed to limit any other remedies provided to City for abating the Conditions on the Subject Property or recouping its abatement costs as these may be provided by other federal, state or local laws, rules and regulations. City reserves its right to pursue its civil, criminal or administrative remedies in the future against Owner or any successor owning an interest in the Subject Property if the Subject Property is not maintained in accordance with the property maintenance standards, codes and ordinances of the City of Redlands.

3.10. Nothing in this Agreement shall be construed as preventing Owner from transferring any ownership interest in the Subject Property, or any portion thereof, to a successor; provided however, that this Agreement shall be binding on the successors in interest and assigns of the Parties. Owner has been informed of the provision of California Civil Code section 3483, which provides, "Every successive owner of property who neglects to abate a continuing nuisance upon, or in the use of, such property, created by a former owner, is liable therefor in the same manner as the one who first created it." Owner shall attach a copy of this Agreement to any document(s) transferring any interest in the Subject Property, or any portion thereof, to any successor in interest, assign or encumbrancer for value.

3.11. City shall be entitled to record this Agreement within fifteen (15) days of the Effective Date of this Agreement with the Recorder's Office for the County of San Bernardino, California. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all heirs, assigns and successors in interest of the Parties to this Agreement.

3.12. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

3.13. Owner hereby agrees to defend, indemnify and hold City, its officials, officers, employees, agents and volunteers harmless from and against all claims, causes of action, demands, damages, expenses, losses and liability, in law or equity, for injury to any person (including wrongful death) or damage to any property to which City may be subject to the extent that the same are the result of an error, omission or negligent or willful act of Owner, his employees, agents or volunteers in any manner arising out of or incident to the performance of

his duties under this Agreement, including, without limitation, the payment of all reasonable attorneys' fees, expert fees, and related costs and expenses of defense or indemnification.

3.14. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. Any modifications to this Agreement must be in the form of a written amendment agreed to by the Parties or their successors in interest.

3.15. The failure of City to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

3.16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

3.17. Should either Party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit. City shall also be entitled to any attorneys' fees and costs incurred as a result of City acting pursuant to Sections 3.4, 3.5, 3.7, 3.8 or 3.9 of this Agreement. Such attorney's fees and costs incurred by City shall be included in the accounting required to be made pursuant to Section 3.8.1 of this Agreement and such attorneys' fees and costs shall be recoverable pursuant to Sections 3.8.2 of this Agreement.

3.18. Section headings contained in this Agreement are for convenience only and shall not have an affect in the construction or interpretation of any provision.

3.19. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

To City:
City of Redlands
34 Cajon Street, Suite 200
Redlands, CA. 92373-1505
Attn: Daniel J. McHugh

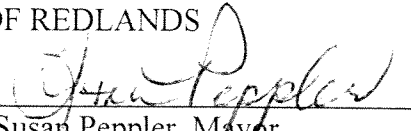
To Buyer:
Jerry L. Addison
1332 West 9th Street.
San Bernardino, CA 92411

3.20. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

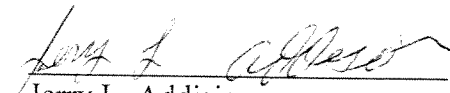
CITY OF REDLANDS

By:


Susan Peppler, Mayor
SUSAN PEPPER
Name (printed)

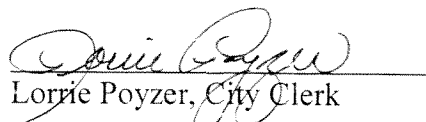
BUYER

By:


Jerry L. Addison
JERRY L. ADDISON
Name (printed)

ATTEST

By:


Lorrie Poyzer, City Clerk
Lorrie Poyzer
Name (printed)

DATE: March 1, 2004

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on March 1, 2004, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

~~~~~  
CAPACITY CLAIMED BY SIGNER(S)

{ } Individual(s) signing for oneself/themselves  
{ } Corporate Officer(s)  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } Partner(s)  
Partnership \_\_\_\_\_  
{ } Attorney-In-Fact  
Principal(s) \_\_\_\_\_  
{ } Trustee(s)  
Trust \_\_\_\_\_  
{ x } Other  
Title(s): Mayor and City Clerk  
Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Maintenance and Abatement Agreement

Date of Document: February 5, 2004

Signer(s) Other Than Named Above: Jerry L. Addison

EXHIBIT "A"

**ORDERS AND OTHER COMMUNICATIONS LISTING PUBLIC NUISANCE
CONDITIONS AT SUBJECT PROPERTY**

STATE OF CALIFORNIA }
COUNTY OF San Bernardino }

On February 11, 2004, before me, the undersigned notary public, personally appeared Jerry Lee Addison, ~ personally known to me OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Clara R. Hill

Signature of Notary
STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, 20____, before me, the undersigned notary public, personally appeared _____, ~ personally known to me OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

☒ Individual(s)
~ Corporate _____
Officer(s) _____
~ Partner(s) _____
~ Attorney-in-Fact _____
~ Trustee(s) _____
~ Subscribing Witness _____
~ Guardian/Conservator _____
~ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES) _____



CAPACITY CLAIMED BY SIGNER:

~ Individual(s)
~ Corporate _____
Officer(s) _____
~ Partner(s) _____
~ Attorney-in-Fact _____
~ Trustee(s) _____
~ Subscribing Witness _____
~ Guardian/Conservator _____
~ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES) _____

1121 Post Street

Generally dilapidated and improperly maintained – H&S 17920.3(a)(13)
Public nuisance – Civil Code 3480; H&S 17920.3(c)

Exterior Areas

No address on the building – RMC 15.20.110
Missing anti-siphoning valve for hose bib by garage – UHC 1001.6
Eucalyptus not trimmed away from building – UHC 1001.11
Roof damage above back porch on Unit C – UHC 1001.8(2)
Needs regrading around the building for adequate draining – CBC 1804.7

Apartment B

No accessible path of travel – ADA
Drywall damage to the wall adjacent to the hallway – UHC 1001.2(13)
Drywall damage next to receptacle outlet by stove – UHC 1001.2(13)
Missing cover plate for light switch – UHC 1001.5
Plumbing leak and mold underneath sink – UHC 1001.2(13); UHC 1001.2(11); UHC 1001.6
Kitchen cabinet bottom in disrepair – UHC 1001.2(13)
Door latch for back patio door in disrepair – UHC 1001.2(13)
Kitchen clean-out not flush with wall and damaged stucco – UHC 1001.6; UHC 1001.8(1)
Missing anti-siphoning valve for hose bib – UHC 1001.6
Missing screw for valve on hose bib – UHC 1001.6
Missing cover for light – UHC 1001.2(13)
Threshold loose from door – UHC 1001.2(13)
Weather stripping around door is in disrepair – UHC 1001.2(13)
Stucco crack on ceiling of the back porch area – UHC 1001.8(4)
Grill for kitchen exhaust fan is in disrepair – UHC 1001.2(13)
HVAC system not maintained – UHC 1001.7
Dishwasher does not work in kitchen – UHC 1001.2(13)
Closet door is in disrepair – UHC 1001.2(13)
Bathroom exhaust fan inoperable – UHC 1001.2(7)
Faucet for the shower leaking and handle missing for shower control – UHC 1001.6
Mixer control for the tub/shower inoperable – UHC 1001.6
Sink in bathroom leaks – UHC 1001.6
Exhaust fan in master bath inoperable – UHC 1001.2(7)
Closet doors inoperable – UHC 1001.2(13)

Apartment C

Drywall damage in dining room – UHC 1001.2(13)
Dead bolt to the backdoor missing thumb latch – UHC 1001.13
Balcony deck has moisture barrier deterioration – UHC 1001.8(2)

Missing globe for light – UHC 1001.2(13)
HVAC system not maintained – UHC 1001.7
Closet door delaminating – UHC 1001.2(13)
Trim for the attic access in disrepair – UHC 1001.2(13)
Closet door inoperable – UHC 1001.2(13)
Drywall damage behind door in master bedroom – UHC 1001.2(13)

Apartment D

Balcony deck used unapproved material – UHC 1001.10
Drywall damage to underneath kitchen sink – UHC 1001.2(13)
Attic access is in disrepair – UHC 1001.2(13)

Laundry Room

Drywall damage to the walls and ceilings – UHC 1001.2(13)
Unsecured folding table – UHC 1001.2(13)
No door hung on the exterior – UHC 1001.8(2)
Base of doorjamb has termites and/or dry-rot damage – UHC 1001.2(12)

Hot Water Heater Room

Door not weather-protected – UHC 1001.8(3)
Unsecured light fixture – UHC 1001.2(13)
Missing drywall around the light fixtures – UHC 1001.2(13)
High and low air combustion vents dirty – UHC 1001.2(13)
Damper control not connected – UHC 1001.7
Baseboard has insect infestation – UHC 1001.2(12)
Drywall damage – UHC 1001.2(13); UHC 1001.7
Unsecure hot water heater vent – UHC 1001.7
Door casings have termite and/or dry rot – UHC 1001.2(12)

Garage(s)

Missing garage door springs on garage doors – UHC 1001.2(13)
Ceiling has water damage in the storage cabinet area – UHC 1001.13
Lacks one-hour fire resistant material – UHC 1001.13
Drywall damage – UHC 1001.2(13)
Termite and insect infestation – UHC 1001.2(12)

400 Courier (Common Area)

Generally dilapidated and improperly maintained – H&S 17920.3(a)(13)
Public nuisance – Civil Code 3480; H&S 17920.3(c)

Swimming Pool

Gaps in fencing greater than four inches – UHC 1001.4
Fencing by gate area in disrepair – RMC 15.48.040 (b)
Light fixtures in disrepair – UHC 1001.5
Gate valve and anti-siphon valve on hose bib missing – UHC 1001.6
Gate valve and allowed piping where PVC piping exists missing – UHC 1001.6
Damaged roof areas – UHC 1001.8
Lack of handicap fixtures and access in restrooms
Damaged wood siding – UHC 1001.8
Handicap accessible water fountain missing
Deck surface in disrepair – UHC 1001.2 (13)
Pool surface in disrepair – UHC 1001.2 (13)
Pool drains in disrepair – UHC 1001.2 (13)
Pool safety signs and lifesaving equipment not posted
"Release" from San Bernardino County Health Department not provided

FIRE CODE VIOLATIONS

1121 Post St.

- Address number missing

CFC Article 9, Section 901.4.4 Premises identification

Apartment C

- Fire extinguisher needs to be serviced-expired

CFC Article 10, Section 1002.1 Portable fire extinguishers

Garages

- Hole in ceiling drywall

CFC Article 11, Section 1111.1 Fire-resistive construction

EXPLANATION OF APPEAL PROCESS

If you have received a Notice and Order from the Building Official directing you to repair, vacate or demolish, that Notice and Order was enclosed with a statement that said you had the right to appeal the contents of the Notice and Order. If you believe the Notice and Order imposes an extreme hardship, you may be inclined to appeal the Notice and Order.

BEFORE FILING AN APPEAL, IT IS VERY IMPORTANT THAT YOU UNDERSTAND THE DIFFERENCE BETWEEN:

- 1. AN APPEAL, and**
- 2. A MEETING WITH THE BUILDING OFFICIAL.**

The primary purpose of an appeal is to provide the forum for you to argue in front of a panel of experts that either the Building Official or one of his inspectors has generated a report that has either inaccurately assessed conditions at your property (the conditions cited do not exist), or that they have incorrectly interpreted and applied the Codes to describe conditions on your property (Code sections cited are not relevant to your property). Because the focus of the Appeal Board is primarily technical, the appeal process is not the best forum for you to claim:

- That you cannot make repairs in the time specified in the Notice because you do not have enough time or money.
- The time frames the Building Official has given you to comply are unreasonably short.
- You should not be held responsible for the condition of your property because you did not know about its true condition.

If you want to discuss your inability to comply for these or similar reasons, it would be better for you to ask to meet with the Building Official or his representative(s) than it would be to file an appeal. Staff is available to meet with you to discuss the contents of the Notice and Order. If you would like to comply with the directives of the Notice and Order, but you can present compelling reasons why you cannot within the time frames given in the Notice and Order, staff will work with you to create a mutually acceptable schedule for the completion of the work.

The reason why you received the Notice and Order is because the City of Redlands is intent on eradicating all sub-standard building conditions in the City. Our purpose in sending you the Notice and Order is to gain your voluntary compliance. We would like to gain this compliance by working with you in an amicable and businesslike manner. I would encourage you to contact the staff person referenced in the attached Notice and Order and request to work out a fair solution to the problem conditions listed in the Notice and Order.

- Criminal or civil prosecution, including the City petitioning the Court for the appointment of a receiver pursuant to the State Housing Law;
- The City causing the work to be done and charging cost of the repairs against the property;
- The City causing the property to be vacated and posted to prevent further occupancy until the work is completed; and/or
- The City causing the property to be repaired and charging that cost against the property.

Any person having any record title or legal interest in the above referenced property may appeal this Notice and Order or any action of the Building Official. Such an appeal must be made in writing and filed with the Building Official within thirty (30) days of the date of service, which is the day that this Notice and Order was mailed via first class mail. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of this matter. If you choose to appeal this Notice and Order, you should read the attachment that explains the true purpose of an appeal.

Lessors can not retaliate against a lessee pursuant to Civil Code section 1942.5.

Finally, Section 17274 and 24436.5 of the California Revenue and Taxation Code provide, in part, that a taxpayer who derives rental income from housing determined by the local regulatory agency to be substandard by reason of violation of state or local code dealing with health, safety, or building, can not deduct from state personal income tax and bank and corporate income tax, deductions for interest, depreciation or taxes attributable to each substandard structure where the substandard conditions are not corrected within six (6) months after notice of violation by the regulatory agency. The date of service of this Notice and Order marks the beginning of that six-month period. The City is required by law to notify the Franchise Tax Board of failure to comply with the code section listed herein.

Please call the Fire Department to schedule a re-inspection once all of the fire related issues have been repaired. If you have any questions regarding the fire-related issues, please feel free to contact Tim Marshburn, Assistant Fire Marshall at 909-798-7600. If you have any other questions regarding this Notice and Order, or wish to schedule an inspection for the repairs completed for all items noted in the Notice and Order to Repair, please contact Jim Grant, Senior Code Enforcement Officer at 909-798-7534, Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays, or in writing at the City of Redlands, Police Department, 1568 Orange St., Redlands, California 92374.

Respectfully,



Richard Pepper
Chief Building Official
City of Redlands

Enclosures: Inspection Report
Explanation of the Appeal Process

City of Redlands



**Via Certified Mail
Return Receipt Requested**

NOTICE AND ORDER TO REPAIR

August 8, 2002

Courtney Discenza
1121 Post Street
Redlands, CA 92374

LEGAL NOTICE of the Building Official of the City of Redlands regarding:
ADDRESS: 1121 Post Street, Redlands, California 95374
APN: 0167-262-05

To Whom It May Concern:

The Building Official and his designees have made an inspection of this property as authorized by the City of Redlands Municipal Code, the California Fire Code and state law. This inspection was made on June 3 through 11, 2002. Using the definitions of substandard conditions found in Section 17920.3 of the Health & Safety Code and the City's Municipal Code, inspectors found and determined that substandard conditions exist on this property. These conditions are noted in the attached reports. On the basis of these inspections, and under the provision of Section 202 of the Uniform Housing Code, I hereby find, determine and declare the building on this property to be substandard and a per se public nuisance, and that these substandard conditions constitute an immediate threat to and substantially endangers the health, life, limb, property and safety of the public and the adjacent property residents.

The substandard conditions must be abated by repair or, at the owner's option, demolished. The building(s) must be repaired/demolished in accordance with the current California Building Code and all other applicable state and municipal code requirements. Before repair or demolition work is begun, you must contact Richard Pepper of the Building & Safety Department to determine what permits, if any, will be necessary for the required repairs/demolition. Failure to obtain necessary permits will result in the City continuing to view the building as substandard even if repairs have been made.

Repair or demolition must commence within fifteen (15) days of this Notice and Order. All permits required for repair or demolition must be obtained within fifteen (15) days from the date of this Notice and Order. Repairs or demolition must be completed within thirty (30) days from this Notice and Order. Failure to commence work or obey this Notice and Order may result in one or more of the following:

"Preserving the Past, Protecting the Future"

P.O. BOX 3005

• REDLANDS, CA 92373



Recycled Paper

The City Council meeting recessed at 3:42 P.M. to a closed session to discuss the following:

1. Conference with real property negotiator - Government Code Section 54956.8
 - a. Property: Southwest corner of Clay Street and Lugonia Avenue
Negotiating parties: Leon Armantrout representing Clay Street Coalition and Jeff Shaw
Under negotiation: Terms and price
 - b. Property: 1329 Barton Road
Negotiating parties: I. K. Thomas and Linda Emmerson
Under negotiation: Terms and price
2. Conference with legal counsel: Existing litigation - Government Code Section 54956.9(a)
 - a. **City of Redlands v. Federal Home Loan Mortgage Corporation et al (Mountain Crest receivership) SCVSS 95891**
3. Conference with legal counsel: Anticipated litigation - Government Code Section 54956.9(b) - one case

No report was expected following the closed session.

ADJOURNMENT

There being no further business, the City Council meeting adjourned. The next regular meeting will be held on March 16, 2004.

City Clerk